In re Senate Resolution, No. 4, 54 Colo. 262, 130 Pac. 333; *State ex rel. Halliburton* v. *Roach*, 230 Mo. 408, 429, 130 S. W. 689, 693. Probably the *mala fide* passage by the assembly of an identical measure should not be valid. But where the legislature in good faith has passed a measure with substantially different features its constitutionality should be unquestioned. Though the principal case is a pioneer on this question, a contrary view has been taken in recent cases involving municipal ordinances. *State ex rel. Megnella* v. *Meining*, 133 Minn. 98, 157 N. W. 991; *Ex parte Statham*, 31 Cal. Dec. 193, 187 Pac. 986.

INSURANCE — MARINE INSURANCE — COLLISION WHILE OPERATING IN CONVOY. — Two convoys, guarded by war vessels and sailing without lights under naval orders, met in waters of a war zone in 1918. A head-on collision resulted in which the *Napoli* was sunk. The cargo was covered by a marine policy issued by the libellant with the usual clause, "free from all consequences of hostilities or warlike operations," and by a "war risk" policy issued by the respondent, covering loss from "all acts in prosecution of hostilities between belligerent nations." Liability being admitted, the "marine" underwriter paid half the loss and now libels the "war risk" underwriter claiming that the loss was proximately caused by, and was a consequence of, an act of hostility. *Held*, that the libel be dismissed. *Queen Ins. Co.* v. *Globe & Rutgers Fire Ins. Co.*, 278 Fed. 770 (S. D. N. Y.).

This decision is in harmony with the English cases construing similar "war risk" clauses, and is open to the criticism that has been directed at those cases. See 33 HARV. L. REV. 706. Indeed the court says that the result of the English cases is unsatisfactory, but feels bound to follow them in this pioneer action in this country in the interest of "uniformity of view in a commercial world." Since, however, the events that gave rise to this action and to the English cases were substantially contemporaneous, and, since the clauses in the policies were not inserted in the light of judicial interpretation, no fault could be found with a decision sustaining the libel in the principal case.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — LIABILITY OF TERMINAL CARRIER. — The plaintiff shipped horses over connecting lines under a through bill of lading which limited the liability of all, except the initial carrier, to accidents happening upon the connecting carrier's own line. The horses became diseased through the negligence of an intermediate carrier. The plaintiff sued the terminal carrier and recovered. *Held*, that the judgment be reversed. *Oregon-Washington R. R. & N. Co.* v. *McGinn*, 42 Sup. Ct. Rep. 332.

The plaintiff shipped apples over connecting lines. There was evidence to show that they were in good condition when delivered to the initial carrier, but frozen when delivered by the defendant, the terminal carrier. Where the damage occurred was not shown. The plaintiff sued the terminal carrier and recovered. *Held*, that the judgment be affirmed. *Chicago & N. W. Ry. Co.* v. *Whitnack Produce Co.*, 42 Sup. Ct. Rep. 328.

At common law, in the absence of special stipulation, connecting carriers are bound to carry safely only over their own line and to deliver safely to the next connecting carrier. *Myrick* v. *Michigan Cent. R. R. Co.*, 107 U. S. 102, 107. When, however, goods are shown to have been delivered to the initial carrier in good condition, there is a presumption that any injury to them happened on the line of the terminal carrier and it is liable for such injuries in the absence of evidence that it received the goods in a damaged condition. *Moore* v. *N.Y., N.H. & H. R.R. Co.*, 173 Mass. 335, 53 N. E. 816. In this state of the common law the Carmack

and Cummins Amendments to the Interstate Commerce Act were passed. These amendments impose on the initial carrier liability for all injuries to goods received by it whether such injuries occur on its own or on connecting lines. See 34 STAT. AT L. 595; 38 STAT. AT L. 1196. The principal cases demonstrate that these amendments have not deprived the shipper of any of his preëxisting common-law remedies and that their only effect is to add to his common law remedies a right of action against the initial carrier.

PARTIES — REPRESENTATIVE ACTIONS UNDER THE CODES. — An Ontario court rule provides that "where there are numerous persons having the same interest, one or more may sue or be sued, or may be authorized by the court to defend on behalf of or for the benefit of all." (CONSOL. RULES OF PRAC. AND PROC. OF SUP. CT. OF JUD. No. 75.). The plaintiff, injured by a rope stretched across the road during a public demonstration of the M Association, brought an action for negligent injury against the president, treasurer, and secretary of said association, and moved for an order under the above rule authorizing the above named officers to defend on behalf of the association and all of its members. *Held*, that the motion be denied. *Barrett* v. *Harris*, 21 Ont. W. N. 293.

For a discussion of the principles involved, see NOTES, *supra*, p. 89.

PROXIMATE CAUSE — INTERVENING CRIMINAL ACT OF THIRD PARTY — AUTOMOBILES. — The defendant loaned his automobile to X, knowing that X would probably drive while intoxicated, and knowing the consequent danger. X did drive it while intoxicated, and negligently injured the plaintiff. The trial court overruled a demurrer to the complaint. *Held*, that the judgment be affirmed. *Mitchell* v. *Churches*, 206 Pac. 6 (Wash.).

While an automobile is not regarded as a dangerous instrument, kept at the owner's peril, it is dangerous when incompetently driven, and the owner owes a duty to use care that it is entrusted only to competent drivers. *Raub* v. *Donn*, 254 Pa. St. 203, 98 Atl. 861. See *Gardner* v. *Solomon*, 200 Ala. 115, 75 So. 621. The reasons for imposing this duty will adequately support the imposition of a similar duty not to entrust the car to a person who, though now competent, may reasonably be expected to become incompetent, from intoxication, while still in control of the car. It would be a very artificial doctrine that would absolve the defendant in the latter case merely because X's act, driving while intoxicated, was a crime. See 1922 WASH. REM. COMP. STAT., § 2527. But according to the weight of authority, granted the breach of duty by the defendant, the intervening criminal act "insulates" the defendant's negligence, and makes it remote. *Hullinger* v. *Worrell*, 83 Ill. 220; *Andrews* v. *Kinsell*, 114 Ga. 390, 40 S. E. 300; *The Lusitania*, 251 Fed. 715 (S. D. N. Y.). This doctrine is not reinforced by the contract cases which refuse to allow proof that the vendor knew of the vendee's intention to use the goods for an illegal purpose as a defence to an action for goods sold and delivered. *Hill* v. *Spear*, 50 N. H. 253; *Graves* v. *Johnson*, 179 Mass. 53, 60 N. E. 383. *Contra*, *Pierce* v. *Brooks*, L. R. 1, Ex. 213. See 3 WILLISTON, CONTRACTS, § 1754. A *quid pro quo* having been given, the courts require strong grounds of policy before they will impose a forfeiture in favor of the buyer who committed the crime. On the other hand, there is reputable authority in support of the principal case. *Sullivan* v. *Creed*, [1904] 2 Irish 317; *Brower* v. *N. Y. C. & H. R. Ry. Co.*, 91 N. J. L., 190, 103 Atl. 166. See Joseph H. Beale, "The Proximate Consequences of an Act," 33 HARV. L. REV. 633, 657. See 29 HARV. L. REV. 453; 35 HARV. L. REV. 467.